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 Amy Patterson

7
UNITED STATES DISTRICT COURT
 8
DISTRICT OF ARIZONA

9
 10 AMY PATTERSON,
 11 Plaintiff/Counterdefendants,
 12 vs.
 13 TWO FINGERS, LLC, et al,
 14 Defendants/Counterclaimants.

Case No: 2:15-cv-00494-NVW

**MOTION FOR WITHDRAWAL
 AND SUBSTITUTION OF
 PLAINTIFF'S COUNSEL WITH
 CLIENT CONSENT**

15
 16 Motion is made as follows: (1) Plaintiff Amy Patterson's counsel Peter K.
 17 Strojnik and The Strojnik Firm LLC hereby withdraw as her counsel in the above
 18 captioned matter *with Plaintiff's consent*, and (2) Plaintiff's current counsel is being
 19 substituted with Peter Strojnik of the law firm of Strojnik P.C., who is currently acting
 20 as special counsel for counterdefendants. This withdrawal and substitution is made
 21 pursuant to LR Civ. 83.3(b).

22 The undersigned withdraws from this representation because Defendants have
 23 undertaken a strategy to focus this Court on matters collateral to the substantive issues
 24 in this case, that is, Ms. Patterson's Title VII sexual harassment and sexual assault
 25 allegations against Defendant Popo and his three restaurants. With the undersigned's
 26 withdrawal, the undersigned is hopeful that Defendants' strategy can be nipped in the
 27 bloom and the proper focus of this case can be on a female victim of sexual harassment
 28 and assault.

1 The undersigned withdraws from this representation also because he may have
 2 substantial information that would benefit Plaintiff in this prosecution. The undersigned
 3 has been threatened and intimidated by Defendants' counsel as well as others
 4 apparently acting on their behalf. The undersigned will be able to testify about the
 5 physical threats levied against the undersigned's vendors, the physical and occupational
 6 intimidation that has been made toward witnesses, and Defendants' counsels' threats of
 7 "multiple bar complaints" in the context of the undersigned speaking with former
 8 employees of Defendant restaurants. The undersigned will also be able to testify about
 9 current governmental investigations currently being undertaken against Defendants, as
 10 well as Defendants' and Defendants' counsels' misrepresentations to Plaintiff in the
 11 context of settlement concerning which restaurant(s) is/are insured, the limit of the
 12 policy(ies), and the nature of the policy(ies).¹

13 In sum, the undersigned may be more valuable to the client as a witness rather
 14 than as counsel, especially since the undersigned is being replaced with an attorney who
 15 has almost as many years of experience practicing law than the undersigned has been
 16 living. The undersigned's potential monetary gain from representation is outweighed by
 17 the benefit to Ms. Patterson.

18 The undersigned certifies that despite his withdrawal, he will still abide by his
 19 promise to the Court to not re-open any social media or any publications relating to or
 20 concerning this litigation, unless the Court later permits such expression to Plaintiff
 21 directly.

22
 23
 24 ¹ In a deceptive set of events, Defendants' counsel Jason Mullis and Counterclaimants'
 25 counsel Eddie Pantiliat have represented to Plaintiff different insurance policy(ies),
 26 different policy limits, and different nature of policy(ies) in the context of settlement. In
 27 an unprecedented occurrence, ***Defendants' insurer claims adjuster called the
 28 undersigned and left a voicemail.*** The undersigned did not return the call because
 Defendants' counsel did not permit it, which came at a time when Plaintiff questioned
 whether Defendants' counsel was intentionally misrepresenting the nature of the
 insurance policy(ies), the policy limits, and who exactly the insured(s) is/are, during
 settlement negotiations.

The undersigned certifies, and Plaintiff consents with her signature below under the heading "Client Consent", that Plaintiff consents to this withdrawal and substitution. The undersigned certifies that Plaintiff is aware of all current deadlines and is being forwarded a copy of this Notice.

New Plaintiff's counsel, not to be confused with the undersigned Peter K. Strojnik, Peter Strojnik's contact information is stated below:

Peter Strojnik, Esq.
Strojnik P.C.
2415 East Camelback Road, Suite 700
Phoenix, Arizona 85016
602-524-6602 (tel)
602-296-0153 (fax)
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New counsel requests to be added to the ECF mailing list at ps@strojnik.com, as he is not currently receiving notices despite acting as special counsel. Pursuant to LR Civ 83.3(b), a proposed form of Order is attached and will be sent to the Court's chambers in MS Word.

RESPECTFULLY SUBMITTED this 1st day of May, 2015.

THE STROJNIK FIRM LLC

By /s/ Peter K. Strojnik

Peter K. Strojnik (026082)
2415 East Camelback Road, Suite 700
Phoenix, Arizona 85016
Attorneys for Plaintiff

STROJNIK PC

By /s/ Peter Strojnik

Peter Strojnik (6464)
2415 East Camelback Road, Suite 700
Phoenix, Arizona 85016
Attorneys for Plaintiff

CLIENT CONSENT

I, Amy Patterson, am the named Plaintiff in the above cause of action. My current counsel as Plaintiff is Peter K. Strojnik. I consent to his withdrawal as my counsel as Plaintiff, and I further consent to Peter Strojnik to substitute in as my counsel as Plaintiff.

DATED this 1st day of May, 2015.

Amy Patterson